



Dorset Council

Weymouth 'Bus Shelter'

Employer's Requirements - Volume 1
Preliminaries

12th August 2024

Controlled / ~~Uncontrolled~~* Document

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For and behalf of Currie & Brown UK Ltd		

Controlled Document has passed through the Quality Assurance procedure.

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Section 1 – Tender Information

1.1 Introduction

Dorset Council (DC) wish to appoint a Main Contractor for the design and build of a 5nr Modular Residential Units, at Mount Pleasant Park and Ride Car Park, Mercury Road, Weymouth, DT3 3FA.

The successful Main Contractor will be appointed as Principal Designer and Principal Contractor under the CDM Regulations and Building Regulations.

The tender will follow a single stage procedure.

1.2 Tender Documents

The Tender Documents provide the Employer's outline brief for the design and build of a 5nr Modular Residential Units.

The documents comprising the Employers requirements are set out as follows:

- Preliminaries – This ER Volume 1
- Design Requirements – ER Volume 2
- Supplementary Information – ER Volume 3
- Pre-Construction Information – ER Volume 4

Each tenderer shall be deemed to have thoroughly examined all tender documents before submitting his tender and satisfied himself as to all matters which will affect the Project and his Tender.

Do not amend any Tender Documents without authorisation.

1.3 Supplementary Information

Some of the information issued with the tender documents has been classed as Supplementary Information – refer to ER Volume 3. Such Supplementary Information does not form part of the Employer's Requirements.

Surveys, record drawings and investigative reports that are available have been issued as Supplementary Information because the Employer does not warrant their correctness. These documents have been provided to the Contractor to enable him to assess design and construction risks and to make due allowance for them in his pricing.

The tenderer may work up the Supplementary Information to create his own design solution which must be acceptable to the Employer and the Planning Authority. Should the tenderer elect to use the Supplementary Information he shall note the following:

- (a) The Employer has highlighted the nature and status of the Supplementary Information and shall not take any responsibility for the adequacy of any design work included in the Supplementary Information. The Contractor shall be solely responsible for the design of the works.

- (b) The Contractor shall validate the Supplementary Information as being correct and in accordance with the Employer's Requirements and other statutory or relevant design guidance prior to adoption.
- (c) It is not acceptable for Supplementary Information to be submitted as Contractor's Proposals. The Contractor's Proposals shall be prepared by the Contractor and submitted on his own titled drawings, schedules etc.
- (d) The Contractor's tender shall take make allowance for pricing the risks associated with working up the concept solution into a full design.
- (e) The Contractor shall, in tendering, assess the completeness of the supplementary information provided (including surveys in item (f) below) and shall allow in his tender for any risks associated with adopting or relying upon this information to fulfil his contractual obligations.
- (f) The Contractor is to note that surveys have been undertaken for the site, as contained within the supplementary information in ER Volume 3.

1.4 Tender Returns

Refer to the ITT documents TI 01, 02, 03, 04, 05, 06, 07 and TR 01.

1.6 Ambiguity or Uncertainty on the Part of the Tenderer and Clarifications during Tender

Refer to the ITT (TI01).

1.7 Programme

Refer to the ITT (TI01).

1.8 Tender Procedure

Refer to the ITT (TI01).

Genuine arithmetic errors discovered in tender returns by the Employer's Agent or his authorised representative and brought to the attention of the tenderer by the Employer's Agent or his authorised representative, prior to the acceptance of a tender, may be adjusted by the Contractor or alternatively the Contractor may elect to stand by his tender.

1.9 Contract Strategy and Form of Contract

The Project will be procured using Single Stage Design and Build and will use the JCT DB 2024 Design and Build Contract.

The works are to be carried out in accordance with the requirements of the documents listed in the Schedule of Tender Documents.

1.10 Contract Conditions

The Contract Particulars and amendments to the Contract form are detailed in Contract Conditions (TI03).

1.13 Project Particulars

Details relating to the site, the works and administration of the contract are included in this ER 1.

The Contractor shall be appointed to provide a complete turnkey project; to design, construct, deliver and install 5no. modular 1 bedroom accommodation units for homeless individuals, with one unit to be accessible. These will occupy Dorset Council land on a temporary basis and shall be designed to allow the units to be dismantled and redeployed elsewhere – either in the original grouping or another to suit the requirements of the next and subsequent sites.

The site address is: 'Bus Shelter', Mount Pleasant Park and Ride Car Park, Mercury Road, Weymouth, DT3 3FA.

The site is part of the Mount Pleasant Park and Ride Car Park which has been closed off to provide space for the temporary modular accommodation. The site is a former landfill, therefore, there is a 'no-dig' requirement.

1.14 Pricing Document

As TR01 Contract Sum Analysis.

1.15 Design and Construct Contract

The scope of the project content will encompass all management, design, manufacture, erection, construction, installation, testing, commissioning, and proving works necessary to achieve the project objectives and completion. The ER's should be treated as a Performance Specification.

The tender design has been progressed to a limited level of detail to enable tendering for the appointment of a contractor. Following appointment, the contractor will be required to develop the design to establish minimum functionality and quality objectives of the Client. In developing the design, the Contractor shall not compromise these requirements. The Contractor will be required to check and confirm the principles contained therein and develop the concepts to a fully detailed design.

The Contractor is to satisfy himself that nothing contained in the Tender Documents places constraints or restrictions on the Contractor which would in any way prevent the Contractor from accepting responsibility for the design of the works.

The Contractor shall take ownership of the design responsibility and develop the design of the Works to meet the requirements of the contract and he is required to exercise all reasonable skill, care and diligence in the production of the design, and of the specification, working drawings, and other documents necessary to describe and illustrate the design and methods of construction. The Contractor shall ensure that the Design and the Works meet the purpose, objectives, and requirements of the Employer insofar as such purpose, objectives and requirements are set out in the ER's, but the Contractor's liability for the Design shall be that of exercising all reasonable skill, care and diligence.

The Employer accepts no responsibility for the accuracy or completeness of any information made available at tender stage. The information will be deemed to have been checked and approved by the Contractor who will have the same liability as if he had prepared the information or caused it to be prepared himself. It shall be the responsibility of the Contractor to analyse the information made available and prior to entering into Contract, satisfy himself as to the quality, accuracy and completeness of any such data and to ensure that he has sufficient information to undertake the Works in accordance with the terms and conditions of the Contract.

The Contractor is to undertake any further investigations that the Contractor deems necessary.

Generally, the Contractor shall prepare and submit a list of proposed specialists and sub-contractors for each work package which is to be submitted for comment and agreement with the Employer's Agent.

1.6 Contractor's Design

The Contractor is to design the works from its current design position in accordance with the design strategy to be compiled by the Contractor and submitted for approval to the Employer's Agent. The design strategy will need to highlight the procedures which the Contractor will follow in carrying out the design and the particulars of the design which they intend to submit to the Employer's Agent for approval.

1.7 Submission of Tender

The tender is to be submitted as follows:-

Refer to the ITT.

1.8 Contract Documents

The documents which will form the Contract Documents are scheduled below:-

Form of Agreement (executed by both parties)

Contract Conditions (including amendments)

Employer's Requirements

Contractor's Proposals

Pricing Document

1.19 Form and Content of Contractor's Proposals

For the purposes of tendering the Contractor must provide all the information detailed in the ITT.

During the respective stages of design and procurement the contractor shall submit the details as referenced in Item 1.20 and Section 9 of this document.

1.20 Tender Submission Deliverables

Refer to the ITT.

Section 2 – Project Particulars

2.1 Name, Nature and Location

The name of the project is:

Specialist Modular Build at Mount Pleasant Park and Ride Weymouth (Weymouth 'Bus Shelter').

The Works comprise the design and build of 5nr Modular Residential Units for homeless individuals at Mount Pleasant Park and Ride Car Park.

The location of the site is Mount Pleasant Park and Ride Car Park, Mercury Road, Weymouth, DT3 3FA. The site plan is contained in the Employer's Requirements Volume 2.

2.2 Names of Parties

Employer: Dorset Council
County Hall
Colliton Park
Dorchester
Dorset
DT1 1XJ
John Butcher
Tel: 01305 225 285
email: john.butcher@dorsetcouncil.gov.uk

Employer's Agent: Currie & Brown
Kensington Court
Woodwater Park
Pynes Hill
Rydon Lane,
Exeter,
EX2 5TY
Contact: Samuel Gilbert
Tel: 07972752596
email: Samuel.gilbert@curriebrown.com

Principal Designer: The Contractor/ their appointed specialist

2.3 Employer's Advisory Team

Details of the Employer's advisory team is to be confirmed.

The Employers team will be as follows:-

Employer's

Representative: Dorset Council
County Hall
Colliton Park

Dorchester
Dorset
DT1 1XJ
John Butcher
Tel: 01305 225 285
email: john.butcher@dorsetcouncil.gov.uk

Clerk of Works: Currie & Brown
Kensington Court
Woodwater Park
Pynes Hill
Rydon Lane,
Exeter,
EX2 5TY
Contact: Kevin Redfern
Tel: 07972752596
email: Kevin.Redfern@curriebrown.com

Quantity Surveyor: Currie & Brown
Kensington Court
Woodwater Park
Pynes Hill
Rydon Lane,
Exeter,
EX2 5TY
Contact: Samuel Gilbert
Tel: 07972752596
email: Samuel.gilbert@curriebrown.com

2.4 Adjacent Site Users

There are already 12 modular units on this site which are used as Temporary Accommodation for rough sleepers, operated by the Bus Shelter charity. During the period of the construction works personnel from the Bus Shelter have no authority to vary any aspect of the project directly with the Contractor, however they may approach the Employer on any issue that raises concerns about the health and safety of adjacent users.

Notwithstanding the above, if the Contractor considers he is being requested by others to take any other action, the Contractor must first obtain the prior written approval from the Employer before implementing any such request.

2.5 Employer's Inspector

The Employer may appoint his own inspectors whose duties shall be to act solely as Inspector on behalf of the Employer. The Contractor shall afford every reasonable facility for performance of that duty and inform the Employer's Inspector of the covering up of works in sufficient time for inspections to be undertaken.

The Employer's Inspector is not authorised to give instructions or supervise works. Any instructions raised by an Inspector will be issued through the Employer.

2.6 Employer's Representative

The Employer shall be represented by John Butcher Tel: 01305 225 285

The Contractor will be expected to co-operate and liaise at all times with the Employer's Representative. The Contractor should note that the Employer's Representative is not empowered to issue any instruction under the Contract, but may ask for certain activities to be stopped if he considers they prejudice the health and safety of the public. In the event that the Contractor considers he is being requested by the Employer's Representative to take any action which would lead to additional cost or delay, the Contractor must obtain the prior written approval from the Employer before implementing any such request.

2.7 Employer's Requirements

The following documents will comprise the Employer's Requirements:

- (a) Employer's Requirements documents.
- (b) Contract Conditions
- (c) Pre-Construction Information.

2.8 Site Boundaries

The site boundaries are shown on drawing Contractor Compound Location Plan (NTS) (see Employers Requirements ER2). The overall site boundary is designated by the red and blue lines, however the works area shall be confined to the red line. The area defined by the blue line is the will be available to the contractor for the duration of the works for contractors parking and welfare facilities.

The Contractor is to note that some operations may need to be carried out outside the boundaries of the site, within the green lines, for example to undertake works to provide incoming services supplies.

The Contractor is to confine his operations in connection with these works to the immediate area surrounding them and is deemed to have allowed in his tender for carrying out such works at times to be agreed with the Employer and for all costs associated with the provision of temporary lighting, safety barriers, and the like necessary to ensure the safety and security of such works.

The Contractor must keep all workmen including those employed by his sub-contractors under his control and within the boundaries of the site.

Workmen who are required to proceed beyond the boundaries of the site to execute the Works shall do so only after the Contractor has obtained the Employer's permission.

The Contractor shall use all reasonable measures to avoid causing inconvenience and shall indemnify the Employer from any claim or action for damages on account of unauthorised trespass or other misconduct of his or any sub-contractor's employees.

2.9 Site Visit Prior to Submission of Tender

The Contractor is deemed to have visited site prior to the submission of his tender and to have consulted all appropriate and relevant authorities and to have satisfied himself as to the means of communication, access to the site, the extent of the Works, the nature of the site and the conditions under which the Works will be carried out, together with conditions affecting the supply of labour and materials, and all other matters affecting the price for completion of the Work. No claims based on lack of knowledge will be entertained.

Site visits are to be arranged with John Butcher Tel: 01305 225 285

2.10 Description of Works

The works generally comprise the following:-

The design, construction, delivery and installation of 5no. modular 1 bedroom accommodation units for homeless individuals, with 1no. accessible unit.

The Employer has developed Functional and Construction Requirements which are issued with the tender documents. The Contractor is required to:

- (a) Design the works in line with the Employer's Requirements.
- (b) Construct the new works.
- (d) Commission the whole of the works.
- (e) Complete and commission connections onto existing services.

Section 3 – Site Conditions and Site Constraints

3.1 Description of the Site

The site is part of the Mount Pleasant Park and Ride Car Park which has been closed off to provide space for the temporary modular accommodation.

The site is a former landfill, therefore, there is a 'no-dig' requirement.

3.2 Site Conditions

Surveys have been undertaken to establish the nature of the ground and topography of the site and are issued as part of the ER Volume 3 – Supplementary Information.

Site information contained in the Supplementary Information section of the ER's is deemed to be provided to assist the Contractor in his appraisal of existing site conditions. Nothing contained in this information shall relieve the Contractor of his duty to satisfy himself of the accuracy and completeness of the data provided.

3.3 Asbestos and Other Hazardous Materials

Current available details provided will be deemed to be Supplementary Information, and is deemed to be provided to assist the Contractor in his appraisal of existing site conditions. Nothing contained in this information shall relieve the Contractor of his duty to satisfy himself of the accuracy and completeness of the data provided.

Should any other hazardous material be encountered in undertaking the works the Contractor shall immediately cease works and advise the Employer's Agent.

3.4 Existing Services

Current available details provided will be deemed to be Supplementary Information and is deemed to be provided to assist the Contractor in his appraisal of existing services. Nothing contained in this information shall relieve the Contractor of his duty to satisfy himself of the accuracy and completeness of the data provided.

The Contractor shall be responsible for taking all necessary precautions and protecting any existing services, and for making good any damage which does occur and for maintaining services while works are being undertaken. The Contractor shall determine whether any services will be subject to diversion works and allow for costs in undertaking the works.

The Contractor shall satisfy himself of the validity and completeness of the information provided by Public Utilities and others and shall design his engineering services accordingly. The Contractor shall ensure that the existing services are of sufficient capacity for the works.

The Contractor shall allow for connections to all services as required to carry out the Works and shall make good any temporary connections to services upon completion.

Information provided by the Employer is to assist the Contractor in his initial appraisal of existing site conditions. Nothing contained in this information shall relieve the Contractor of his duty to satisfy himself of the accuracy and completeness of the data provided.

3.5 Access to Site

The Contractor shall access the site via the Mount Pleasant Park and Ride Car Park entrance. Whilst undertaking the works access will need to be maintained to adjacent properties. The Contractor shall ensure he complies with all restrictions imposed by the Employer in connection with access timing and arrangements for deliveries using long or wide vehicles.

The Contractor should time deliveries to Site to avoid peak traffic ingress and egress.

There will be no deliveries or site movements whatsoever between the hours of 9pm to 6.30am on all days.

3.6 Car Parking

Vehicle parking will only be allowed within the Contractor's site area. No extra costs will be considered for the Contractor's failure to comply with this requirement.

The Contractor should note that clear access to the Site must be maintained at all times to allow free passage of fire fighting appliances, the Employer's and other vehicles. Site entrances/exits shall not be obstructed or obscured at any time.

3.7 Compound

The Contractor shall provide a secure compound which is to be used for the Contractor's accommodation, storage of materials, tools and equipment and for parking as agreed with the Employer. At the end of each day, all ladders, tools, equipment etc shall be stored within this secure area. The Contractor's attention is drawn to the exclusion of car parking outside of his compound area on the surrounding roads.

The compound can be located within the blue line area as identified on the Site Location Plan.

3.8 Contractor's Working Area

The Contractor shall provide lighting to the perimeter of the site during hours of darkness.

The Contractor shall allow for relocating his compounds or removing completely and providing alternative secure arrangements in order to complete the Works within the Contract Period.

The Contractor shall submit prior to entering into contract, a method statement indicating his proposals for site and security establishment for the Works.

The proposed siting of all temporary offices, huts, latrines and compounds shall be submitted to the Employer's Agent for approval and approved before erection, but in any event shall be confined to the site compound.

3.9 Maintenance of Roads

The Contractor will be required to make good any damage to roads, footpaths and services underneath, whether public or private, both inside and outside the curtilage of the Contractor's site, if caused by or attributable in any way to the execution of the Works and indemnify the Employer against loss or damage or claim by the local authority or others for damage to roads, paths and services by reason of extraordinary traffic.

The Contractor will be required to take all necessary and sufficient precautions to prevent the deposition of mud, dirt, rubbish or any deleterious matter on any footpaths, roads, or highways adjacent to the Contractor's site. Immediately remove any such matter which may be deposited in spite of such precautions, and pay all fines and charges as a result of failure to observe the requirement.

3.10 Site Security and Protection of the Works

The Contractor shall make all reasonable arrangements to secure the site and shall indemnify the Employer against any claim resulting from injury or damage to any person whomsoever arising, or resulting from any incident occurring, during the contract period (or any extended contract periods in accordance with the contract) whether the person's presence within the site boundaries is authorised or not.

The Contractor shall make all reasonable arrangements to protect the Works from weather or any other physical damage. Additional/remedial work resulting from failure to comply with this requirement will not be considered a change to the Employer's Requirements nor entitle the contractor to an extension of time and will be paid for entirely at the Contractor's expense.

3.11 Protection of Waterways

Take all reasonable precautions to ensure the efficient protection of all streams, ditches and waterways, and indemnify the Employer against all actions resulting from any pollution arising out of, or by reason of, the execution of the works.

3.12 Buildings in Use

The Contractor is reminded that surrounding properties to the site will be in continuous occupation throughout the duration of the contract. All disturbance and nuisance to the occupants and visitors must be kept to an absolute minimum.

Similarly, access and egress from the Works are in close proximity to adjacent residences and business users which will remain operational during the Works and must not be disturbed.

If, for any reason, access is required to adjacent buildings before any work beyond the boundary of the site is commenced, the Contractor shall make all arrangements and give all necessary notices to the Employer and any other interested parties, and pay all fees, expenses, charges and compensation in connection therewith.

Access will be by prior agreement with the Employer's Agent at least two weeks in advance, without exception.

All services are to be maintained including the provision of temporary services where services have to be shut down. Planned shutdowns must be scheduled and agreed with the Employer's Agent prior to starting the works and reconfirmed with two weeks written notice to the Employer's Agent for each shut down.

3.13 Fire Escape Routes

Existing fire escape routes are to be kept unobstructed at all times and, if necessary, illuminated.

The Contractor is to provide and maintain suitable portable fire extinguishers which are readily available, particularly when work necessitates the use of naked flames in roof spaces, service voids and other similar locations with a high probability of fire. An emergency escape plan is to be maintained on site in a prominent position and be fully understood by all personnel.

3.14 Radios and Electrical Equipment

The Contractor's work people and those of his sub-contractors shall not be permitted to bring on to the site and to use radio receivers, transmitters, tape recorders and the like unless authorised by the Employer.

3.15 Smoking

Smoking will not be permitted on site.

3.16 Work beyond the Boundary of the Site

The Contractor is to note that due to the nature of the Works the following operations may be carried out outside the boundaries of the site:-

- (a) External incoming services supplies/ disconnections
- (c) Drainage alterations and connections
- (d) Final services connections

The Contractor is to confine his operations in connection with these works to the immediate area surrounding them, and is deemed to have allowed in his tender for carrying out such works at times to be agreed with the Employer, and for all costs associated with the provision of temporary lighting, safety barriers, and the like necessary to ensure the safety and security of such works.

The Contractor must keep all workmen, including those employed by his sub-contractors, under his control and within the boundaries of the site.

Workmen who are required to proceed beyond the boundaries of the site to execute the Works shall do so only after the Contractor has obtained the Employer's permission.

The Contractor shall use all reasonable measures to avoid causing inconvenience and shall indemnify the Employer from any claim or action for damages on account of unauthorised trespass or other misconduct of his or any subcontractor's employees.

3.17 Working Hours

The Contractor and his sub-contractors must generally confine their work on site to within the hours of 0800 to 1630 Mondays to Fridays, and 0800 to 1630 Saturdays; on Sundays and Bank Holidays the site will be closed.

The Contractor and his sub-contractors must generally confine their work on site to comply with any Planning Conditions.

Work will only be permitted to work outside these hours if prior written application has been made to the Employer not less than seven working days in advance, and if such application has not been rejected by the Employer in writing before the additional hours commence.

Approval of additional working hours is at the discretion of the Employer and refusal or subsequent withdrawal of approval will not entitle the Contractor to any recourse under the Contract.

3.18 Programme and Phasing

The Contractor should be aware of the following programme and phasing requirements:-

As TI01 ITT.

3.19 Specialist Equipment

No specialist equipment.

3.20 Other Works in Progress

The Contractor is reminded that the site is surrounded by occupied business properties and other buildings in continuous occupation throughout the duration of the Contract. All disturbance and nuisance to the residents must be kept to an absolute minimum, as determined by the Environmental Health Department and the Planning Authority.

The Contractor is to ensure that he co-operates with other contractors at all times.

3.21 Considerate Contractor

The Contractor should allow for registering with the Considerate Contractors Scheme.

3.22 — Air Tightness Testing

~~The Contractor should allow for undertaking an air tightness test to demonstrate that the building has met the relevant statutory requirements, if required by Building Regulations.~~

Section 4 – Contract Particulars

4.1 Form and Type of Contract

The Form of Contract is JCT Design and Build Contract (DB) 2024 Edition, with amendments as necessary to permit its use by the Employer. Details of the Contract are provided in the Contract Conditions (ITT) document.

The Contractor shall allow for all costs incurred out of compliance with the Contract and shall identify in the Pricing Document any cost attributed to each Clause.

4.2 ~~Contract Guarantee Bond~~

~~The Contractor will be required to enter into a form of Bond to secure the due performance of the Works in accordance with the Contract with a surety to be approved by the Employer, such surety being a Guarantee Corporation, Bank or Insurance Company by which they will be jointly and severally bound to the Employer in an amount equal to 10% of the contract sum conditioned for the due fulfilment of the terms and condition of the Contract.~~

~~The executed Bond shall be deposited with the Employer before possession of site is granted. Any delay resulting from failure to execute the Bond shall not entitle the Contractor to an extension of time nor constitute grounds for a financial claim against the Employer.~~

~~In the event of the Contractor failing to obtain an approved surety willing to enter into a Bond, the Employer reserves the right to withdraw from any contractual obligations which may have been incurred.~~

~~After completion of the Works is certified by the Employer, the Bond amount shall be reduced by one half.~~

~~The Form of Bond is included in the Contract Document.~~

4.3 Parent Company Guarantee

The Contractor may be required to provide a Parent Company Guarantee from the Parent Company who shall be the ultimate Holding Company of the firm tendering for this Contract.

The signed Parent Company Guarantee shall be deposited with the Employer before possession of site is granted. Any delay resulting from failure to execute the Parent Company Guarantee shall not entitle the Contractor to an extension of time nor constitute grounds for a financial claim against the Employer.

The Form of Parent Company Guarantee is included within the Contract Conditions (ITT).

4.4 Design Warranties

The Contractor will be required to obtain, on behalf of the Employer, design warranties from the appropriate sub-consultants and sub-contractors with design liability.

A signed Design Warranty shall be deposited with the Employer before work is undertaken by the sub-consultant or sub-contractor. Any delay resulting from failure to execute a Design Warranty

shall not entitle the Contractor to an extension of time nor constitute grounds for a financial claim against the Employer.

The Design Warranty shall remain in force for a period of twelve years after Practical Completion for the whole of the Works has expired. In addition, the Employer will require proof that each of the sub-consultants or sub-contractors carry professional indemnity insurance for design to a value as detailed in the Contract Conditions (ITT). The Contractor will be required to provide copies of sub-contracts and consultant appointments.

The Contractor shall provide a Design Warranty with professional indemnity insurance for design to a value of at least the value as detailed in the Contract Conditions (ITT).

The form of Design Warranty is attached in the Contract Conditions (ITT).

4.5 Novation Agreement

A Form of Novation Agreement is not required.

4.6 Valuation of Preliminaries

The 'running cost' Preliminaries shall be paid monthly as a percentage of the measured work undertaken at the date of the valuation. The percentage shall be calculated as the proportion that the total running cost preliminaries has relative to the contract sum net of provisional sums and all preliminaries. Set up and close down preliminaries shall be assessed separately.

Within 14 days of the acceptance of the tender the Contractor shall furnish the Quantity Surveyor with a full breakdown of his preliminaries price identifying set up, running and clearance costs.

4.7 Administration of Variations

The Contractor's tender will be deemed to include for all costs associated with administering the Contract including (but not restricted to) preparing variation quotations in a format to be provided by the Employer's Agent and the reproduction of drawings and other documents for the Contractor's own use and the use of all sub-contractors. The Contractor is to assume that the contingency and daywork sums will be expended through variations to the Contract. No claim for administration of instructions and preparation of variations costs will be entertained. Variations are to be priced on an open book basis with a detailed cost breakdown provided.

4.8 Overtime and Bonus Payment

No extra payment will be allowed for overtime unless the working of overtime was specifically ordered or approved by the Employer in writing. The Contractor is to allow in his tender for all necessary expenses, bonuses, and additional payments as no extra payment for these will be allowed.

4.9 Construction Industry Scheme

The Employer will require the Contractor to produce a current Tax Exemption Certificate under the Construction Industry Scheme. The Contractor shall be entirely responsible for complying with the requirements of the Income and Corporation Taxes 1988, the Income Tax (Sub-Contractors in the Construction Industry) Regulations 1993, and Income Tax (Sub-Contractors in the Construction

Industry) (Amendment) Regulations 1998, and any subsequent changes or updated regulations affecting the above. The Contractor shall indemnify the Employer against any action in respect of any payment made by the Contractor.

4.10 Audit

The Contractor shall provide all information necessary to satisfy the Employer's auditors and to facilitate completion of the final account.

Section 5 – Project Quality Assurance

5.1 General

The following preliminaries should be read in conjunction with the other Employer's Requirements documentation and any contradiction brought to the attention of the Employer's Agent for clarification prior to submission of the tender offer.

All Contractor cost items that are not defined in the Preliminaries are deemed to be included in the Contractor's Overheads and Profit.

5.2 Quality Plan

The Works comprise the design and build of 5no modular units, providing accommodation to homeless individuals.

5.3 Method Statement/Programmes

The Contractor shall submit, for comment by the Employer's Agent, the programme for execution of the works. The programme should have sufficient detail to clearly illustrate the planned progress, all in accordance with the Contract Requirements.

The Contractor will arrange for progress meetings to be held as often as necessary for the proper management and coordination of the contract, the regularity of which shall be agreed with the Employer's Agent.

5.4 Certificate of Quality Assurance

The Contractor shall, as part of the quality assurance procedures, be required to forward a certificate from each of his design consultants to certify that, for the period given on the certificate (which period shall not be more than one month):

- (a) The consultant has inspected the Works.
- (b) The Works have been carried out by the Contractor fully in accordance with the Employer's Requirements, Contractor's Proposals, and design documents.

The form of the certificate shall be agreed between the Employer and the Contractor before commencement of works on site but a typical example is included at Appendix H.

The receipt of satisfactory certificates of quality assurance from the Contractors architectural, structural and engineering services designers is a condition precedent to payment by the Employer.

The Quality Plan shall identify each consultant's inspection routine which shall be related to the stage of the works being undertaken and amount of covering up.

5.5 Establishing Quality Standards

It is a requirement that the Contractor shall provide samples and sample panels, complete in every respect for the purpose of establishing final quality standards.

~~One room is to be made ready for inspection by the Employer at each stage of construction commencing with screeding (if required to be confirmed). Approval to the standard of each trade must be obtained prior to commencement of that trade elsewhere in the building.~~

5.6 On Completion

It is anticipated that the Quality Plan enacted by the Contractor will result in a reduced number of defects. However, it is a requirement that the Contractor inspects the works thoroughly, and the defects are rectified, before the works are commissioned and subsequently offered for inspection.

It is important for the Contractor to note that the provision of the Health and Safety Files (including all maintenance manuals, technical literature, record drawings and as built details) shall be a condition precedent of giving Completion of the works.

Clean the work as soon as practicable before Completion thoroughly inside and out including all luminaries and accessible ducts and voids. Adjust, ease, and lubricate moving parts to ensure easy and efficient operation. Flush all above and below ground drainage. Leave the whole of the Works in a condition ready for occupation and to the satisfaction of the Employer.

5.7 Commissioning of Engineering Services

It is a requirement that the Contractor allows sufficient time within his programme to ensure that the engineering design performance is being achieved and provide for the Employer's Advisory Team to subsequently witness all tests and receive all certificates.

The Contractor is to develop an effective and logical commissioning programme with the agreement of the Employer. The Contractor is to allow for periodic return visits during the Maintenance Period to check and adjust the engineering services in the building taking account of seasonal climatic changes.

The Contractor shall allow periodic visits during the construction of the building to allow the User's maintenance staff to familiarise themselves with the installed services.

The Contractor shall allow six full days for instructing maintenance staff on the use of the equipment and services installed.

5.8 Making Good Defects during Maintenance Period

Defects Reports will be produced by the Employer and the Contractor shall action these defects continuously subject to availability of access. The Contractor will make arrangements with the Employer and give reasonable notice of precise dates and times required for access to carry out remedial works. Comply with all procedures instigated by the Employer with regard to security. Inform the Employer when remedial works are complete. The Contractor shall action any defects notified at the expiration of the maintenance period immediately.

The Defects period shall be 12 months.

5.9 Contractor's Attendance during Maintenance Period

The Contractor and his sub-contractors shall be available on site at 24 hours' notice during the maintenance period to advise on or rectify any defect, damage, or malfunction. Carry out any work which may be necessary in pursuance of obligations during the maintenance period so as to interfere as little as possible with the normal operation of the building.

Section 6 – Development Control Requirements

6.1 Introduction

This section describes the Contractor's obligations in respect of the Local Authority and other bodies' statutory requirements, as they affect the design of the scheme and its construction. It is the Contractor's responsibility to ensure that all such requirements, regulations, and legal obligations are complied with.

The Contractor will be responsible for obtaining, inter alia, all necessary consents and permission, including approvals under the Building Regulations, together with Public Health Acts, Environmental Health and the Highways Regulations, Water Authority Byelaws and all other statutory undertaker's regulations.

6.2 Planning Permission

A Planning Application has been submitted and approved.

Having been given Planning Permission, the Contractor's Proposals must not include designs that will require a new Planning Application.

6.3 Planning Permission Conditions

The Contractor shall be responsible for ensuring that the design and construction of the works complies with condition (2) Use of Land in Accordance with Proposed Arrangements.

6.4 Building Regulation Approval

It is entirely the Contractor's responsibility to comply to mobile home and caravan legislation and whilst non-controllable with regards to building regulations, obtain compliance certification from Dorset Council LABC.

The design shall be more generally in accordance with all relevant Building Regulations or British/EN Standards normally required and as stated on the drawings.

6.5 Building Safety Act (BSA) – Principal Designer and Principal Contractor

It is entirely the Contractor's responsibility to comply with the requirements of the BSA in respect of the Principal Designer and Principal Contractor roles. This is in addition to the CDM regulations Principal Designer and Principal Contractor roles being provided by the Contractor.

6.6 Fire Officer's Requirements

It is the Contractor's responsibility to ensure that the entire scheme is constructed in every respect to the satisfaction of the local fire authority and the Employer's safety adviser.

6.7 Other Statutory and Non Statutory Requirements

The Contractor's design must comply in every respect with all statutory and non-statutory regulations pertinent to the scheme. In particular, these will include, in addition to those stated above, the Public Health Acts, regulations of public utilities and local byelaws.

6.8 BREEAM

There is no requirement for BREEAM accreditation.

Section 7 – Administrative Requirements

7.1 Tender Procedure

See Section 1 of these ER's.

7.2 Alternatives

The Specification included in the Employer's Requirements sets out the Employer's preferred specification of materials and workmanship. The Contractor is at liberty to offer alternative specifications for consideration by the Employer and its Advisory Team provided they meet the same quality and performance standards as those items included in the preferred specification. The Contractor must state all alternatives when returning his tender. It shall be clearly understood that the Employer is under no obligation to agree to or consider any alternative offered. If no alternatives are submitted for consideration or alternatives are not accepted, then the preferred specification contained in the Employer's Requirements shall be deemed to apply. Proposals put forward by tenderers will be treated in confidence by the Employer and his Advisory Team.

7.3 Not Used

7.4 Schedules of Conditions

Before commencement on site, the Contractor shall provide for the Employer's agreement, a schedule of conditions with supporting photographs to record the condition of the existing buildings, roads, etc, to, from and surrounding the site. Upon completion of the works and as a condition precedent to the issue of certificate of Completion, the Contractor shall reinstate all surfaces, structures, features or the like to their original condition and to the satisfaction of the Employer at no extra cost to the contract.

The Contractor must ascertain from the police or any other relevant authority the details of any restrictions on the use of surrounding roads by his own and subcontractor's vehicles and plant. No extra costs will be considered for claims resulting from the Contractor's failure to comply with this requirement.

7.5 Accommodation

The Employer's approval to the siting of the accommodation must be obtained before any temporary accommodation is erected. Such approval will not necessarily confirm that the siting complies with any local authority etc, regulation and the Contractor must make his own arrangement in that respect.

7.6 Access for Employer

The Employer or his advisers will give notice to the Contractor that he requires to inspect any part of the works prior to it being covered or hidden. The Contractor is to give reasonable notice in writing to the Employer before covering or hiding such work. In default of this requirement, the Contractor will be responsible for uncovering the work and carrying out all subsequent making good at his own expense whether the work was found to be satisfactory or otherwise.

7.7 Signboard

There is no requirement for a signboard.

7.8 Emergency Telephone Numbers

Provide the Employer's Agent with contact names and Emergency Telephone Numbers where the Contractor can be contacted 24 hours of each day and 7 days of each week on a manned telephone during the Contract and defects period, prior to commencing on site.

7.9 Suspension

The Employer shall have the right of suspension of parts of the work or specific activities if such activities are causing unacceptable nuisance. Such work shall only re-commence at the satisfaction of the Employer.

7.10 Maintenance of Existing Services

Before work commences, the Contractor shall ascertain the positions of all known live drains and services which may be affected by his operations. He must take all necessary measures to maintain them and to prevent damage to them. If any damage to live drains or services is caused by carrying out the works he must notify the Employer and immediately make good the damage at his own expense.

7.11 Connection of Existing Services

The Contractor shall give 14 days notice in writing to the Employer of any required interruption or shut down of a service for connection purposes and, after receiving permission, the Contractor shall make any necessary arrangements with the Employer for opening/closing valves, draining down existing lengths of pipe, etc.

7.12 Temporary Accommodation

The Contractor shall provide his own site accommodation and messing facilities ~~including a meeting place of sufficient size to accommodate site meetings and provide for a table and chairs to suit.~~

~~Provide and maintain within 14 days of possession of the site a suitable office for the use of the Employer's Inspector and Design Team. The office shall be not less than 10m² floor area and furnished with a lock up desk, four chairs, one four drawer filing cabinet, and hat and coat pegs. Adequate power points shall also be provided.~~

~~The Employer's Inspector's office shall be provided with a separate telephone line, fax line and data line with broadband connection. The Contractor is to pay all bills and charges for reasonable use and maintenance of these facilities.~~

7.13 Programme

The Contractor shall keep up to date copies of all programmes on site and shall issue one copy of all programmes to the Employer and each member of the Employer's Advisory Team including the CDM Co-ordinator.

The Tenderer shall provide a detailed design programme which will include a co-ordinated plan for detailed design by all disciplines, a schedule of production information and a list of dates on which information will be released to the Employer's Advisory Team. The design programme shall allow the required time for the Employer's Advisory Team to comment on information as set out elsewhere in this document.

The Tenderer shall also provide a detailed construction programme with his Contractor's Proposals identifying the major elements of the works.

Within 14 days of acceptance of the Contractor's tender, the Contractor shall agree and submit final copies of his detailed construction programme which shall be a detailed operational analysis demonstrating that completion of the works can be achieved within the proposed contract period. This programme and the design programme referred to above shall become the master construction programme and shall be used to monitor the progress of the Works.

The master construction programme shall make specific reference to the following:

- (a) Contract design and comment dates.
- (b) Possession and completion dates.
- (c) Key trade starts and overall periods.
- (d) Dates and duration of works beyond the boundary of the site.
- (e) Start and completion dates for key plant items.
- (f) Services shut downs and power on dates.
- (g) Weather and waterproof dates.
- (h) Long delivery periods of materials and components.
- (i) Required date for delivery of equipment to be supplied by the Employer.
- (j) Fit out and other interfaced activities.
- (k) Period set aside for identifying and rectifying defects prior to commissioning.
- (l) Contractor's testing periods.
- (m) Contractor's commissioning periods.
- (n) Critical paths between activities.
- (o) Required dates for instruction of provisional sums.

The master construction programme shall be updated monthly to show actual progress against the critical path and submitted to the Employer for review.

If, in the opinion of the Employer, it becomes reasonably apparent that the progress of the Works is being or is likely to be delayed the Contractor shall, within 7 days, submit to the Employer a revised programme. This revised programme shall show the amendments the Contractor proposes to make to ensure completion of the Works by the date for completion or any later date agreed with the Employer.

The Contractor shall supplement his master construction programme with an expenditure forecast.

7.14 Information Schedule

The Contractor shall provide a complete list of items for which he requires additional information from the Employer. The list shall state the nature of the information and the date by which such input from the Employer is required.

Requests post contract for information not detailed on the submitted list will be deemed to be requests for assistance in the Contractor's design development. Provision by the Employer of information to such requests by the Contractor shall be deemed not to be a change to the Employer's Requirements.

7.15 Method Statement

The contractor shall submit a Method Statement describing how the works are to be carried out and shall specifically list the following:

- (a) Management proposals.
- (b) All specialist sub-contractors.
- (c) Co-ordination measures.
- (d) Measures to control noise, nuisance and pollution.
- (e) Organisation, execution and sequencing of works.
- (a) Traffic management proposals.

7.16 Management of the Works

The Contractor shall provide all on and off-site management and administration necessary to execute the works in accordance with the Contract.

The Person in Charge of the site will be a mature individual, adequately qualified and suitably experienced in works similar to this project. The Person In Charge shall not be changed without the prior written approval of the Employer. During periods of absence due to illness or holiday the Person In Charge shall be replaced by a suitable alternative.

The Contractor shall provide an adequately qualified and suitable experienced individual to co-ordinate the design activities which the Contractor must undertake. In particular, the design co-ordinator shall ensure compliance with the Employer's Requirements and co-ordination between design disciplines.

The Contractor shall also provide an Engineering Services co-ordinator.

7.17 Monthly Progress Meetings

Progress meetings, to be chaired, administered and minuted by the main contractor to an agreed format shall be held on site monthly or at such other times as deemed necessary. The Contractor's Person in charge and other responsible representatives shall attend.

At the monthly progress meetings, the Contractor is required to submit a Monthly Progress Report, which the Contract requires to be submitted to the Employer 5 days before the meeting. The report shall be copied to the Employer's Advisory Team.

Within this report the Contractor will be requested to cover the following subjects:

1. A concise statement summarising the project status. Reference should be made to the 'Critical Path' and specifically the maximum delay (if any) suffered by a critical activity.
2. A report on all activities in progress or in delay is required with specific reference to the following for each activity:
 - (a) Activity Status (+/- weeks)
 - (b) % programmed complete, % actual complete
 - (c) Forecast start and completion dates
 - (d) Programme marked up with actual completion (i.e. progress against each activity)
3. Pre Site Programme monitoring progress of all works undertaken off-site with a monthly status report.
4. A schedule of any outstanding information with details of any delays suffered and highlighting the information required within the following four weeks.
5. Weekly schedules detailing plant and labour actually employed.
6. Potential sources of delay in sufficient time to allow corrective action to be taken.
7. Details of Health and Safety method statements

The Contractor is to make an allowance for monitoring his programme and attending programme discussions with the Employer.

A sample of the Contractor's Progress Report is to be submitted to the Employer for approval within 21 days from award of Contract.

The Contractor is to time his application for payment to coincide with monthly progress meetings.

7.18 Liaison and Co-ordination Meetings

Weekly meetings shall be held with the Employer, with the Employer's Representative and Employer's Advisory Team present to discuss the planned activities for the forthcoming period and to review the completed period. The list of attendees will be advised and agreed between the Contractor and Employer.

7.19 Design Documents for Comment

The Contractor shall issue ~~hard copies and~~ electronic copies of all design documents required to explain or amplify the Contractor's Proposals at the times stipulated in his master programme in accordance with the following:

	Architectural Information	Structural Information	Services Information
Employer	1 Copy	1 Copy	1 Copy
Employer's Agent	1 Copy	1 Copy	1 Copy

Architect	1 Copy	1 Copy	1 Copy
Structural Engineer	1 Copy	1 Copy	1 Copy
Services Engineer	1 Copy	1 Copy	2 Copies
Quantity Surveyor	1 Copy	1 Copy	1 Copy
Principal Designer	1 Copy	1 Copy	1 Copy

Documents are to be issued direct to the Employer's Advisory Team noted above. The Contractor shall detail with his tender the nature and quantity of design documents and drawings he intends to produce during the contract periods.

The Contractor shall ensure that all information produced is complete in order that a proper inspection of information may be carried out. Information must be submitted in co-ordinated packages relating to the various activities during construction.

Documents must be stamped with the Contractor's name, dated with the submitted date, signed by the Contractor and must be submitted to the Employer's Advisory Team for comment and consideration prior to the fabrication, manufacture or construction of any work.

Documents and samples submitted for comment will be dealt with as follows:

Status A Documents so marked means that fabrication, manufacture or construction may proceed in accordance with the submitted documents.

Status B Documents so marked means that fabrication, manufacture or construction may proceed in accordance with the documents submitted subject to the Contractor taking necessary action based on the Employer's Advisory Team's comments and all notations added to the returned documents. The Contractor shall submit the required number of amended documents to the Employer's Advisory Team within 14 days.

Status C Documents so marked by the Employer's Advisory Team means that no work shall be fabricated, manufactured or constructed. The Contractor shall re-submit new drawings to the Employer's Advisory Team for review until re-submission is no longer required. Any submission marked 'C' will not be permitted on site.

Final comment upon documents (Status A) will be conditional upon submission of all necessary calculations, certificates, samples, mock-ups etc. as required in the Specification.

The Employer's Advisory Team will return the drawings with relevant comments within 14 days of issue.

The Contractor shall separately identify any changes to drawn information by use of bubble clouds and legend notes.

The Employer's Advisory Team's comments on design and production information will only be concerned with the Contractor's fulfilment of the Employer's Requirements as described in the

Specification. The detailed design of components or materials and installations remain the sole responsibility of the Contractor.

The Contractor shall provide a programme indicating the proposed dates for release and quantities of design documents for comment, and shall maintain a schedule which clearly identifies the planned and actual flow of information with respect to all design drawings issued by themselves or their sub-contractors. The Schedule shall also monitor the provision of information by the Employer in response to the Contractor's Information Schedule, together with responses to the Contractor's design development queries.

The Contractor is to incorporate in the Master Programme for the Works, a period of no less than 14 days for initial inspection and comment by the Employer's Advisory Team. However, the Contractor shall note that should his submission be categorised as Status C then the period for comment will exceed the 14 day period. Resubmission of design documents shall not be considered grounds for an extension of time and shall not entitle the Contractor to a financial claim against the Employer.

The Contractor is to note that the Employer will require to review the proposed interior design. The Contractor shall allow sufficient time within his programme to allow for this additional review process and for the production of colour sample boards. The Contractor's programme shall clearly detail the allowance made.

Consideration by the Employer's Advisory Team of design and production information, calculations, etc., and the samples specified, will not relieve the Contractor of his responsibility for carrying out the Works in accordance with the performance and quality standards specified herein.

7.20 Construction (Design and Management) Regulations

The CDM Regulations apply to the construction work included in this project. The Contractor or their appointed representative will act as the Principal Designer in accordance with the Regulations.

Pre-Construction Information (PCI) is issued with the tender documents.

The Contractor shall undertake the role of Principal Contractor in accordance with the Regulations and whose duties will include:

- (a) Preparation and submission of a draft Construction Phase Plan for the construction phase at least two weeks before commencing construction work for comment by the Principal Designer. The Construction Phase Plan shall also be issued to the Client team for review and comment.
- (b) Upon acceptance, issue to site and the Principle Designer prior to commencement of construction activity. Work will not be allowed to commence until the Principal Designer has confirmed a reasonably developed plan is in place.
- (c) Work will not be allowed to commence until adequate toilet and welfare facilities are established on site and these must be retained through to completion of all work.
- (d) Develop and implement the plan as the project progresses.
- (e) Ensure visitors, staff, workmen and contractors are made aware of and comply with the plan.

- (f) Provision of specified information for the Health and Safety File (Requirements are specified in the Pre-Construction Information).

The Contractor is also to take full responsibility for design and he will be required to demonstrate to the Principal Designer that full account has been taken of the impact of his design on those constructing, using and maintaining the building. Where risks cannot be avoided it must be demonstrated that the designers have followed the hierarchy of risk control.

The HSE will be notified that construction is to commence. The Contractor shall provide appropriate information to the Principal Designer to allow him to complete the notification to the HSE.

7.21 Water, Lighting and Power for Construction Purposes

The Contractor shall provide, and pay for, his own water, lighting and power for construction purposes.

7.22 Drying out

Allow for heating and drying out the works and for regulating the moisture content of all parts of the works to levels which satisfy the requirements of all following trades and Sub-Contractors and for maintaining at all times the temperature and humidity.

The Contractor is to allow for providing all temporary equipment and attendance, fuel, steam, gas, electricity and metering charges required in connection with temporary equipment in order to:

- (a) Achieve reasonable warmth and lighting for the Contractor's work people.
- (b) To permit the necessary 'setting the work', commissioning and acceptance tests to be made on the service installations to ascertain that they confirm to specified requirements.
- (c) Dispel excess moisture that has accumulated during construction.
- (d) Prevent frost damage, condensation and excessive swelling or shrinking of moisture-sensitive materials.
- (e) Permit satisfactory execution of various trades and Sub-Contractor's work, and assist in bringing and holding the building, its fittings, finishes, furnishings and installations to a state that will enable the Employer to issue a Completion Certificate in readiness for the occupation of the building by the Employer.

Temporary operation of the permanent heating and air conditioning etc. installations may be permitted provided all the following conditions are satisfied:

- (a) That before the installations are used the Contractor must obtain the Employer's agreement that the installations have reached a fit state to be operated for that purpose.
- (b) Operation is entirely at the Contractor's responsibility and expense.
- (c) There shall be no adjustment of the Maintenance Period in respect of these installations.
- (d) Installations which might be adversely affected by dust (e.g. Recirculation ventilation systems) must not be used until the building has been reasonably cleaned.

- (e) The Contractor shall be fully responsible for so programming and controlling the works that the installations are available and fit for use at the time they may be required for drying out purposes and that no liability shall attach to the Employer in respect of delays and disruption to the Contractors work if the installations are not so available and fit in time.
- (f) All worn parts, e.g. Lamps and filters must be replaced immediately before handover.
- (g) All major items must be in first class condition.
- (h) Such use is without prejudice to the Employer's rights under the contract.
- (i) Where use of the installations depends upon the supply by the Employer of fuel, etc, appropriate meters will be installed and the Contractor will enter into a separate contract with the Employer for such provision and for levying of appropriate charges which the Contractor will settle with the Employer independently of the building contract. (Note: the details of this separate contract would be at the discretion of the Employer even to the extent of free supplies).
- (j) Subject to the foregoing condition and the Employer's agreement at the time, the installations shall then only be operated by competent persons.
- (k) notwithstanding the temporary operation of the installations, they shall be handed over at Completion in first class order.

7.23 Change Instructions

The Employer shall not be liable for the cost of any variation or additions unless instructions for these are given by the Employer in writing. The Contractor shall act only on instructions received through the Employer and shall not act on instruction received on site from any other person.

The Employer will require the Contractor, where appropriate, to provide quotations for any proposed changes prior to the formal issue of instructions in writing.

7.24 Progress Photographs

The Contractor shall provide electronically to the Employer on a monthly basis, photographs as are necessary to record the progress of the works both internally and externally.

The exact number and location of photographs is to be agreed with the Employer.

The copyright in all photographs rests with the Employer and the Contractor shall not use such photographs without the express written permission of the Employer.

7.25 Record Documents as As Built Information

The Contractor shall provide to the Employer, originals of all documents obtained by the Contractor pertaining to the performance of these obligations, including (for example) Planning Consents, Fire Officer's Approvals, Building Regulations Approval, Commissioning Certificates, Material Guarantees, Test Certificates, etc.

The Contractor shall provide two copies of the following:

Site layouts indicating:

Setting out and finished levels

Drainage and statutory services layouts

~~Soft and hard landscaping areas~~

External works including walls, fences and gates

~~Manhole schedule~~

~~DC policy compliant White lining~~

Lighting

Plan of the buildings:

Main dimensions

Internal wall construction

Structural steel frame details

Foundations plan and details

Elevations

Details of door/window heads, sills and reveals

Details of roof eaves, verges and ridges

~~Window and lintel~~ schedule including elevations of windows

~~External door and lintel~~ schedule including elevations of doors and lintel detail

Internal door schedule including elevations of doors

Furniture layouts

Ironmongery schedule

Finishes schedule

Service entry layout with meter positions

Waste plumbing layout

Mechanical layout

Electrical layout and schedule of fittings

Details of pipe ducts and builders work in connection with services

Photographs of all hidden services before being covered

Provide also the specified number of copies of Operating and Maintenance instructions of all plant of equipment.

7.26 Cleaning on Completion

The Contractor shall carry out a clean of the Works on completion and leave in an acceptable and usable condition. Remove all protective casings and wrappings, scrub floors and pavings, clean

windows, oil and adjust ironmongery, clean out gutters and rainwater pipes, touch up damaged paintwork all to the satisfaction of the Employer.

7.27 Testing and Commissioning

The Contractor shall test and commission the building services and drainage in accordance with the Services Engineer's Specifications for testing and for commissioning.

7.28 Completion, Handover and Maintenance Period

It shall be a condition precedent to the issue of the statement of completion of the Works that the Contractor shall have fully tested and balanced the Engineering Services Installations and the Contractor shall produce test certificates and records of commissioning to verify the successful working of these installations and receive the Employer's Advisory Team's acceptance.

Agree dates and times of tests and inspections with the Employer at least seven days in advance.

Section 8 – Functional and Construction Requirements

8.1 General

These requirements relate to the design and construction of the works. They set out the spatial requirements as well as particular building requirements, levels of specification, design life and the design life standards.

The design and selection of components shall ensure best value consistent with meeting functional requirements and minimising revenue costs.

The Contractor shall coordinate the design of the building fabric and finishes with the engineering services installations.

The completion and completeness of the final design is solely the responsibility of the Contractor and any omissions in the Employer's Requirements shall not relieve the Contractor of this responsibility.

The Contractor will co-ordinate the appointed archaeologist to inspect intrusive ground works at the appropriate time.

8.2 Design Life Requirements

The modular buildings are to be designed to a minimum life of 30 years.

Long term durability is of fundamental importance in design, material and component selection. The Contractor is therefore required to provide a building which has a minimum service life of 30 years.

The Contractor shall use his reasonable endeavours to select and design for the minimum life span to replacement as set out in the design life table 7.1 attached at Appendix C. The Contractor shall identify with his proposals any item(s) which cannot be designed to achieve the stipulated minimum life span.

The design life stipulated is the minimum anticipated designed life span to replacement of a product. Warranties shall be provided where possible and the Contractor shall indicate with his proposals what warranties are to be provided.

8.3 Product Warranties

Product warranties are to be offered on all products where available. Such product warranties shall be provided on behalf of the Employer from the date of Practical Completion and where possible up to the minimum life span stipulated.

The Contractor is to list all product warranties in the format provided at Appendix C which must form part of his final Proposals.

8.4 Standards

The Contractor's detailed design, materials and workmanship shall comply with the latest issue, revision, amendment, or draft of all relevant Acts of Parliament, Local Authority regulations, statutory undertaker's provisions, European and British Standards, British Standard Codes of Practice, Building Research Establishment guidance, manufacturers' instructions and other relevant guidance.

The above standards shall be considered the minimum standard. Should standards conflict then the Contractor shall comply with the more stringent standard and the Employer's Agent advised.

8.5 Health and Safety

The Contractor's design shall consider and make due allowance for minimising all health and safety hazards during the construction, maintenance, repair and demolition of the building in full accordance with CDM Regulations.

8.6 Environmental Considerations

The Contractor's design, materials and workmanship shall be suitable to withstand the full range of environmental conditions that will be experienced on the site and within the building. These will include inter alia: water penetration, wind pressure, the effects of sun, frost, temperature and humidity and erosion through chemicals in the atmosphere or physical contact between materials.

The Contractor's design shall provide thermal insulation to relevant standards and consider the impact of solar gain on the environment of internal rooms and spaces.

The design shall avoid the occurrence of condensation and shall maintain the specified internal conditions within the specified external ambient conditions.

The Contractor shall not use materials or working methods in the construction of the building that are sensitive to extremes of temperature or humidity at times when the extremes are exceeded by site conditions.

8.7 Maintenance Considerations

The Contractor's design shall promote the use of low maintenance materials in order to minimise resulting revenue costs.

The Contractor's design shall incorporate the need for easy and safe accessibility to components for maintenance purposes including inspection, cleaning and renewal.

The Contractor's design shall take account of the availability of spares and consumables and the familiarity of maintenance personnel with proposed systems or products.

8.8 Fire Considerations

The Contractor's design shall comply in all respects with the relevant requirements relating to combustion, resistance to fire and spread of fire.

The Contractor's design shall provide for protecting all necessary elements of the building from the risk of fire.

The Contractor's design shall provide for all necessary fire stopping between elements and components.

8.9 Acoustic Considerations

The Contractor's design shall consider and make due allowance for providing sound reduction and avoiding sound transmission between rooms, buildings and externally in accordance with current standards.

8.10 Security

The Contractor is to consider the need for security to prevent unauthorised access to or egress from the building or individual rooms.

Above applies to the existing building until demolished.

8.11 Tolerances

The Contractor shall take account of tolerances in materials and building works.

The Contractor's design shall accommodate, without distortion or other defect, building movement including movement attributable to thermal changes, vibration, creep, deflection and shrinkage.

The Contractor's design shall be capable of withstanding the loads applied during construction and to the finished works building including imposed, point, wind and live loads.

The completed works building shall comply with all reasonable aesthetic tolerances in respect of building to level, line, plumb and be without irregularity or inconsistency of finish. Where necessary work shall be completed to compensate for tolerances on adjacent works.

8.12 Building Layout and Design

Disabled access shall be in accordance with the Building Regulations Approved Document M and with all relevant standards.

The design shall include for all necessary circulation and plant space together with access provisions to voids, ducts, roofs etc. as may be required for maintenance purposes. The design shall include for all necessary working space around furniture, plant or equipment.

The design shall include such measures as are necessary to prevent damp penetration, cold bridging or insect or vermin infestation, and promote ventilation of voids where necessary.

Wherever necessary the design shall incorporate building components suitably treated against rot, insect attack or other decay.

8.13 Materials

Materials shall conform to all relevant standards and the Contractor shall provide certification to demonstrate this requirement (e.g. BREEAM, FSC).

Materials required in quantity shall be sourced from one supplier such that there is consistency of size, quality and appearance.

Materials shall be new and to a quality suitable for the works and the use intended. They shall be free from imperfections, used, stored, handled and fixed in accordance with manufacturer's instructions, conditioned before use, allowed to cure naturally and protected from following trades and traffic. The addition of additives to improve workability to the detriment of the material shall not be allowed.

Where appropriate the Contractor shall use special units rather than adapt standard units.

Materials shall be mechanically cut where required.

8.14 Deleterious Materials

Unless specified the Contractor will not specify or permit the use of any substances generally known in the United Kingdom at the time of specification to be deleterious to health and safety or to the durability of the Works in the particular circumstances in which they are used, or not in accordance with the British Standard Codes of Practice and/or good building practice.

8.15 Workmanship

Workmanship shall comply with the requirements of all relevant standards and health and safety regulations. Where appropriate, workmanship shall be undertaken by operatives approved by relevant manufacturers or trade organisations.

Workmanship shall be carried out under adequate supervision with due care, good practice and to established standards to the satisfaction of the Employer's Agent.

Operatives employed on the site shall be appropriately trained in work of a similar nature and quality.

Workmanship shall include sound preparatory treatments, careful jointing of materials and the use of appropriate supports, beads, fixings, sealants and the like.

8.16 Ancillaries

The Contractor shall supply to the Employer all tools, spares and consumables supplied with the items installed.

8.17 Functional and Construction Requirements

The Functional and Construction Requirements are included in the ER's Volume 2.

Section 9 – Form and Content of Contractor's Proposals

9.1 Accuracy of Drawings

The Contractor is to note that drawing data requested from the Employer is not warranted as being accurate. The Contractor shall check information received and correct critical dimensions or information as required.

9.2 Information to be submitted with Contractor's Tender

See ITT TI01

9.3 Pricing Document

See ITT TR01

9.4 Information to be submitted Prior to Commencement

The Contractor shall develop their proposals (such development shall not vary or alter the proposals previously submitted, unless instructed by the Employer in writing regarding a change in the Employer's Requirements, Planning Requirements or Fire Authority Requirements), so as to enable them to commence the relevant activity on site. Generally, the Contractor will be expected to provide the relevant design documents below at least four weeks prior to the commencement of that activity on site.

The Contractor shall provide the following information as a minimum:

Drawings:

1:5/1:50 – Roof, floor and wall structural details

1:5/1:50 – Foundation details

1:5/1:50 – Drainage details & calculations

1:5/1:50 – Finishes plans and details

1:50 – Mechanical and electrical general layout drawings

1:20/1:100 – External works details

1:20/1:100 – Delivery / Installation details (crane proposals etc.)

Schedules:

(a) Doors, windows and ironmongery

(b) Fittings and sanitary appliances

(c) Equipment, radiators, grilles and electrical fittings

(d) FF&E

Specification/documents:

Detailed specification including details and technical literature for any proprietary items

Draft Construction Phase Plan

Water installation and regulation compliance detail, and approval.

Drainage calculations

9.5 Further Information to be submitted During Construction

- (a) All revised information and new design documents shall be submitted to the Employer including:
 - 1. Copies of proposed details and schedules.
 - 2. Final room layouts and room elevations for approval.
- (b) Progress reports analysing actual progress against anticipated progress
- (c) Project Quality Assurance certificates
- (d) Prior to completion, all record information.

Appendix A – Planning Permission



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**Town and Country Planning Act 1990
Town and Country Planning (Development Management Procedure)
(England) Order 2015**

GRANT OF PLANNING PERMISSION

Application Reference: WP/20/00814/FUL

Applicant: The Bus Shelter Dorset

Site Location: Mount Pleasant Park and Ride Car Park
Mercery Road
Weymouth DT3 3FA

Description: Temporary use of land for the stationing of mobile accommodation units for rough sleepers and associated facilities with subsequent reversion to use of site for park and ride parking.

Decision Date: 04 February 2021

Dorset Council being the local planning authority hereby grants planning permission for the development described above in accordance with the details given in the application subject to the 6 conditions set out below.

Signed:



Mike Garrity
Head of Planning

Conditions:

(1) Time Limit – Commencement of Development

The development hereby permitted shall be begun not later than the expiration of three years from the date of this permission.

Reason:

In accordance with section 91 of the Town and Country Planning Act 1990 (as amended).

(2) Use of Land in Accordance with Proposed Arrangements

Use of the land edged red on the application Site Location Plan (Drawing No. 20201028_ParkRide_Layout_9C Sht 2) for the stationing of mobile accommodation units and associated ancillary facilities shall be in accordance with the arrangements detailed in the Planning Design and Access Statement dated 6th November 2020 submitted in support of the application with the accommodation units and associated facilities stationed in accordance with the indicative Site Plan (Drawing No. 20201028_ParkRide_Layout_9C Sht 1). No accommodation unit or other facility shall be stationed on top of another accommodation unit or facility.

Reason:

In accordance with the application proposal and to regulate to the use of the application site in the interest of visual amenity having regard to policies ENV1 (Landscape, Seascape and Sites of Geological Interest), ENV10 (The Landscape and Townscape Setting) and ENV11 (The Pattern of Streets and Spaces) of the adopted Weymouth and Portland Local Plan 2015.

(3) Landfill Gas Investigation and Assessment

Prior to the use of the application site for the stationing of mobile accommodation units, a landfill gas investigation and assessment report shall be submitted to and approved by the local planning authority and all risk mitigation and avoidance measures detailed in the approved report shall be implemented in accordance with the approved arrangements.

Reason:

To ensure that appropriate risk mitigation and avoidance measures are implemented prior to the first use of the application site for the stationing of mobile accommodation units having regard to Policy ENV9 (Pollution and Contaminated Land) of the adopted Weymouth and Portland Local Plan 2015.

(4) Implementation of Biodiversity Plan

The biodiversity mitigation and net gain measures set out within the Biodiversity Plan submitted in support of the application as certified by Dorset Council's Natural Environment Team on 04 December 2020 shall be implemented in accordance the certified arrangements.

Reason:

To adequately mitigate biodiversity impact and to secure net gain for biodiversity having regard to policy ENV2 (Wildlife and Habitats) of the adopted Weymouth and Portland Local Plan 2015.

(5) Limit on the Duration of the Proposed Temporary Use

Unless permitted to remain under a further grant of planning permission, use of the application site for the stationing of mobile accommodation units and associated ancillary facilities shall cease no later than 31st January 2028.

Reason:

In limit the duration of the proposed temporary use of the application site in accordance with the application proposal.

(6) Site Clearance

Within 3 months of the permanent cessation of use of the application site for the purposes of stationing mobile accommodation units and associated ancillary facilities, the application site shall be cleared of all accommodation units and associated facilities.

Reason:

In the interest of visual amenity having regard to to policies ENV1 (Landscape, Seascape and Sites of Geological Interest) of the adopted Weymouth and Portland Local Plan 2015.

Informative Notes

Statement of Positive Involvement

In accordance with paragraphs 186 and 187 of the National Planning Policy Framework, Dorset County Council, as local planning authority, takes a positive and proactive approach to development proposals focused on solutions. The Council worked with the applicant/agent in a positive and proactive manner by:

- (i) providing a pre-application advice service;
- (ii) updating the applicant of issues as they arose in the processing of the application;
- (iii) discussing possible solutions to material concerns raised; and
- (iv) providing the applicant with the opportunity to address issues of concern with a view to facilitating a recommendation to grant permission.

Reason for Granting Planning Permission

The reason for granting planning permission is set out in the Planning Officer's report which may be viewed online through the application webpages accessible by entering the application details at <https://planning.dorset.gov.uk/public-access/>.

Further Approvals

Further application(s) should be submitted to Dorset Council where the above condition(s) require the written approval of the local planning authority. All such applications must be made in writing and must be accompanied by the relevant fee. Applications may be submitted online at www.planningportal.co.uk.

Appeals to the Secretary of State

If the applicant is aggrieved by the decision of the local planning authority to grant planning permission subject to the conditions set out in this notice they can appeal to the Secretary of State under section 78 of the Town and Country Planning Act 1990.

Appeals must be made using a form which you can get from the Planning Inspectorate at Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN or online via

www.gov.uk/government/organisations/planning-inspectorate and should be submitted no later than 6 months of the date of this permission.

If an enforcement notice is served relating to the same or substantially the same land and development as in the application and if you want to appeal against the decision on the application, then you must do so within:

- (i) 28 days of the date of service of the enforcement notice, or
 - (ii) within 6 months of the date of this notice,
- whichever period expires earlier.

The Secretary of State can allow a longer period for giving notice of an appeal but will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal.

The Secretary of State need not consider an appeal if it seems to the Secretary of State that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions they imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.

Purchase Notices

If either the local planning authority or the Secretary of State refuses permission to develop land or grants it subject to conditions, the owner may claim that the owner can neither put the land to a reasonably beneficial use in its existing state nor render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted.

In these circumstances, the owner may serve a purchase notice on the Council where the land is situated. This notice will require the Council to purchase the owner's interest in the land in accordance with the provisions of Chapter I of Part 6 of the Town and Country Planning Act 1990.

How to comply with the conditions of your planning permission

If you have not already done so, you are advised to put arrangements in place for the timely submission and approval of any details required by any planning conditions associated with the development permitted by this notice and to check that there are no omissions in terms of the details required.

You should not start the permitted development until any pre-commencement requirements have been satisfied. If you fail to do this, works may be unauthorised.

Where the written approval of the local planning authority is required, applications should be made in writing or online. Applications may be submitted online via www.planningportal.co.uk. A standard form is available to download from <https://www.dorsetcouncil.gov.uk/planning-buildings-land/submit-a-planning-application.aspx>. A fee is required each and every time an application for approval is submitted.

Other Permissions, Approvals or Consents

This permission is issued for the purposes of Section 57 of the Town and County Planning Act 1990 only and does not convey any approval or other consent which may be required under any other enactment, bye-law, order or regulation such as the Building Regulations.

Appendix B – Certificate of Quality Assurance

Certificate for Quality Assurance

Contractor

Client

Employer’s Agent

Sirs

Weymouth ‘Bus Shelter’

Design and build of a 5nr Modular Residential Units, at Mount Pleasant Park and Ride Car Park, Mercury Road, Weymouth, DT3 3FA

Dorset Council

We, having used all reasonable skill and care inspecting the works visible at the time of our visit on this contract, certify that the materials incorporated and the workmanship employed in respect of the *Building Works/Structural Work/M&E Works, up to202... have been executed in accordance with the details and specification agreed with the Contractor which generally reflects the Employer’s Requirements, (*subject to the clearance of the items on the attached list).

Signed:Date:

On behalf of: (Names of Contractor’s Consultant)

.....

This Certificate is issued in accordance with the Employer’s Requirements.

*Delete if inapplicable



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Certificate for Quality Assurance

Contractor

Dear Sirs

Weymouth 'Bus Shelter'

Design and build of a 5nr Modular Residential Units, at Mount Pleasant Park and Ride Car Park, Mercury Road, Weymouth, DT3 3FA

Dorset Council

Having inspected the works on202... We believe that the following items are not in accordance with the Employer's Requirements, the Contractors Proposals, Design Documents, or the Contract.

Signed: Date:

On behalf of: (Name of Contractors Consultant)

.....
We acknowledge receipt of the defects listed above and agree to clear the basis items within a period of 10 working days.

Signed: Date:

On behalf of: (Contractor)

.....
We confirm that we have rectified the above listed items in accordance with the Employer's Requirements, the Contractors Proposals, Design Documents, and the Contract.

Signed: Date:

On behalf of: (Contractor)



Appendix C – Schedule of Design Life and Product Warranties

Area	Life Span (Minimum Expected)	Warranty Provided
Building Fabric		(To be Completed by Contractor)
External Walls	30	
Roof Structure	30	
Roof Covering	30	
Roof Flashings	30	
Windows	30	
Doors	30	
Guttering/Pipework	30	
Decorations	12	
External steps & ramps	30	
Finishes Generally		
Plastering	N/A	
Painting to walls	5	
Painting to ceilings	5	
Painting to woodwork and skirtings	5	
Hygienic Cladding	10	
Carpentry (Kitchens)	10	
Vinyl flooring	10	

